

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<div>SECURITIES INVESTOR PROTECTION CORPORATION,</div> <div>Plaintiff-Applicant,</div> <div>v.</div> <div>BERNARD L. MADOFF INVESTMENT SECURITIES LLC,</div> <div>Defendant.</div>	<div>Adv. Pro. No. 08-01789 (BRL)</div> <div>SIPA LIQUIDATION</div> <div>(Substantively Consolidated)</div>
<div>In re:</div> <div>BERNARD L. MADOFF,</div> <div>Debtor.</div>	
<div>IRVING H. PICARD, Trustee for the Liquidation of Bernard L. Madoff Investment Securities LLC,</div> <div>Plaintiff,</div> <div>v.</div> <div>HESS KLINE REVOCABLE TRUST; and HESS KLINE, individually and in his capacity as Trustee of the Hess Kline Revocable Trust,</div> <div>Defendants.</div>	<div>Adv. Pro. No. 10-04719 (BRL)</div>

**STIPULATION AND ORDER FOR EXTENSION OF TIME TO RESPOND**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned herein, that the time by which Defendants Hess Kline Revocable Trust and Hess Kline may move, answer or otherwise respond to the Complaint is extended up to and including July 15, 2011.

The purpose of this stipulated extension is to provide additional time for Defendants to answer, move against, or otherwise respond to the Complaint. This is the first such extension. Nothing in this stipulation is a waiver of the Defendants' right to request from the Court a further

extension of time to answer, move or otherwise respond and/or the Trustee's right to object to any such request.

Undersigned counsel for Defendants Hess Kline Revocable Trust and Hess Kline: (i) expressly represent that they have the authority to, and do hereby, accept service of the Summons and Complaint in the above-captioned adversary proceeding on behalf of all Defendants, and (ii) hereby waive any defenses based on insufficiency of process or insufficiency of service of process of the Summons and Complaint on behalf of all Defendants.

Except as expressly set forth herein, the parties to this stipulation reserve all rights and defenses they may have, and entry into this stipulation shall not impair or otherwise affect such rights and defenses, including without limitation any defenses based on lack of jurisdiction.

This Stipulation may be signed by the parties in any number of counterparts, each of which when so signed shall be an original, but all of which shall together constitute one and the same instrument. A signed facsimile, photostatic or electronic copy of this stipulation shall be deemed an original.

Dated: June 10, 2011

Of Counsel:

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*Attorney for Defendants Hess Kline Revocable  
Trust and Hess Kline*

SO ORDERED

Dated: June 13, 2011  
New York, New York

/s/Burton R. Lifland  
HON. BURTON R. LIFLAND  
UNITED STATES BANKRUPTCY JUDGE